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7 Attorneys for Plaintiff

FILED

MAR 16 2004

CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

BY
DEPUTY CLERK

LODGED

MAR 15 2004

CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
BY
DEPUTY CLERK

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

PETER ECKERT,

Plaintiff,

v.

DONAHUE SCHRIBER COMPANY,
DONAHUE SCHRIBER REALTY
GROUP, L.P., HOME DEPOT, U.S.
A., INC.,

Defendants.

Case No. CIV.S-02-1684 WBS KJM

STIPULATION OF DISMISSAL OF
HOME DEPOT, U.S.A., INC.; ORDER

The parties hereto stipulate as follows:

Plaintiff and Home Depot, U.S.A., Inc., have reached a full and final settlement of all their issues in this action. A Settlement Agreement between them has been fully executed.

Some parts of the Settlement Agreement are to be performed in the future. Plaintiff and Home Depot, U.S.A., Inc., shall comply with their Settlement Agreement, a copy of which is

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Thomas N. Stewart, III

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p. 1

Feb 04 04 10:16a

Thomas N. Stewart, III

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p. 3


1 incorporated by reference as if fully set forth. Plaintiff and Home Depot, U.S.A., Inc., request
2 the Court to retain jurisdiction for one year(s) from the date hereof in order to enforce the terms
3 of the Settlement Agreement under the authority of *Kokkonen v. Guardian Life Insurance Co.*
4 *Of America*, 511 U.S. 375, 381-82 (1994).

5 Although the parties are hereby dismissing Home Depot, U.S.A., Inc., from this action
6 with prejudice, they agree that the Court will retain jurisdiction over Home Depot, U.S.A., Inc.
7 and Plaintiff in order to be able to enforce the terms of the Settlement Agreement.

8 IT IS HEREBY STIPULATED by and between the parties to this action through their
9 designated counsel that this action be and hereby is dismissed with prejudice pursuant to FRCP
10 41(a)(2) as to Home Depot, U.S.A., Inc., and the Court retains jurisdiction to enforce the terms
11 of the Settlement Agreement for one year(s) after the date hereof.

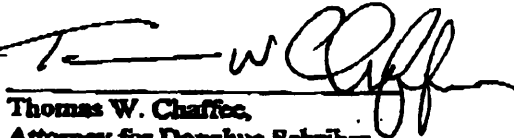
Date: 2-4-04

Date:

13 
14 Stanley J. Jurek, Esq., Attorney
15 Attorney for Home Depot,
U.S.A., Inc.

Thomas N. Stewart, III,
Attorney for Plaintiff

Date:

17 
18 Thomas W. Chaffee,
19 Attorney for Donahue Schriber
Realty Group, L.P.

IT IS SO ORDERED:

Date: 3/15/2004


Judge

1 incorporated by reference as if fully set forth. Plaintiff and Home Depot, U.S.A., Inc., request
2 the Court to retain jurisdiction for one year(s) from the date hereof in order to enforce the terms
3 of the Settlement Agreement under the authority of *Kokkonen v. Guardian Life Insurance Co.*
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11 of the Settlement Agreement for one year(s) after the date hereof.

12 Date:

Date:

3/11/04



13 _____
14 Stacey Jaramillo,
15 Attorney for Home Depot,
U.S.A., Inc.

Thomas N. Stewart, III,
Attorney for Plaintiff

16 Date:

17 _____
18 Thomas W. Chaffee,
19 Attorney for Donahue Schriber
Realty Group, L.P.

20 IT IS SO ORDERED:

21 Date:

Judge

United States District Court
for the
Eastern District of California
March 16, 2004

* * CERTIFICATE OF SERVICE * *

2:02-cv-01684

Eckert

v.

Donahue Schriber

I, the undersigned, hereby certify that I am an employee in the Office of the Clerk, U.S. District Court, Eastern District of California.

That on March 16, 2004, I SERVED a true and correct copy(ies) of the attached, by placing said copy(ies) in a postage paid envelope addressed to the person(s) hereinafter listed, by depositing said envelope in the U.S. Mail, by placing said copy(ies) into an inter-office delivery receptacle located in the Clerk's office, or, pursuant to prior authorization by counsel, via facsimile.

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Law Offices of Thomas N Stewart III
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Second Floor
Clayton, CA 94517

SH/WBS

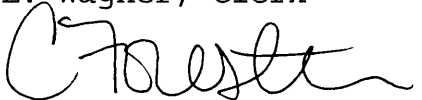
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Attorney General's Office
PO Box 944255
1300 I Street
Suite 125
Sacramento, CA 94244-2550

Jack L. Wagner, Clerk

BY:


Deputy Clerk